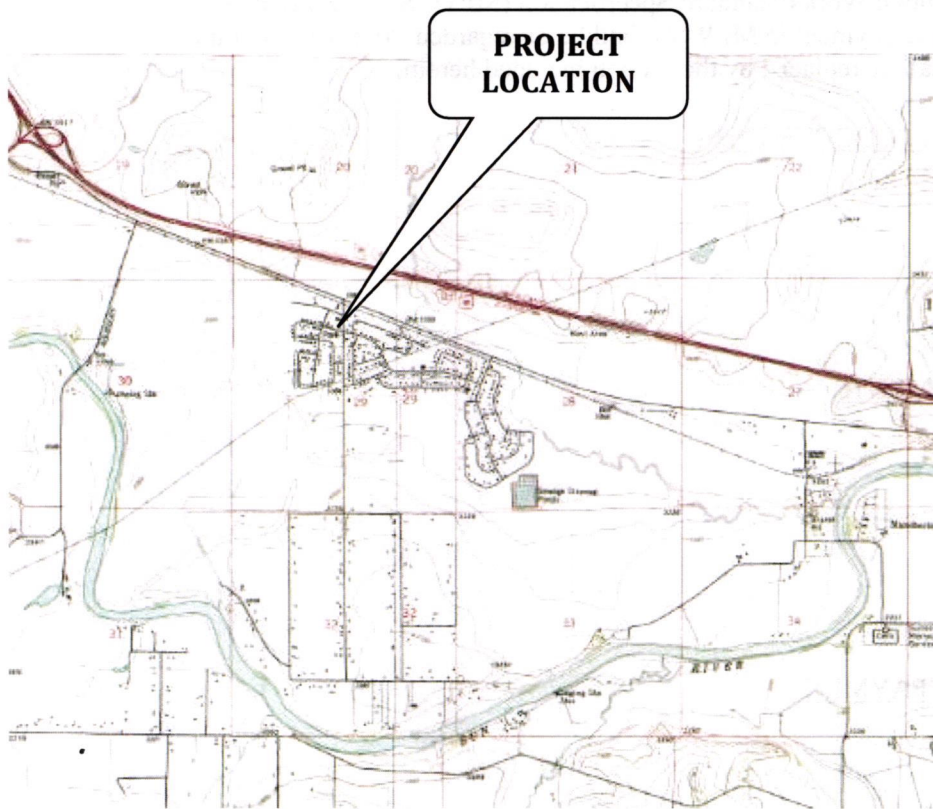


Cascade County Sun Prairie Village Overlay Project, Phase II



Sept. 2020

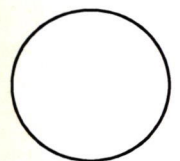
- CONTRACT DOCUMENTS & SPECIFICATIONS
- CONSTRUCTION PLANS



ENGINEERS | PLANNERS | SURVEYORS | ENVIRONMENTAL SPECIALISTS
1324 13th Avenue SW
P.O. Box 3625
Great Falls, MT. 59403
406-727-2185 Office
406-727-3656 Fax

OWNER

Cascade County Board of
Commissioners
325 2nd Avenue North, #111
Great Falls, MT 59401



SET #

GENERAL CIVIL WORK TABLE OF CONTENTS

Reference Specifications: Montana Public Works Standard Specification (MPWSS), 6th Edition w/ Addenda. References to measurement & payment in MPWSS shall be disregarded. If a section of the MPWSS is duplicated, the MPWSS shall be replaced by the section included herein.

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SECTION 00200

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders will have the meanings indicated below which are applicable to both the singular and plural thereof:

A. "Bidder" - The individual or entity who submits a Bid directly to OWNER.

B. "Issuing Office" - The office from which the Bidding Documents are issued and where the bidding procedures are to be administered. The Issuing Office for this purpose is Big Sky Civil & Environmental, Inc. The Engineer's address is 1324 13th Avenue SW, Great Falls, MT 59404; Telephone 406-727-2185, Fax 406-727-3656 or e-mail: mleo@bigskyce.com

C. "Successful Bidder"--The lowest responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluations as hereinafter provided) makes an award.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office for a fee and are available electronically at no cost.

2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents. Bid Form **is not required to remain attached** to the Project Manual to be considered a responsive bidder.

2.03 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATION OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, within five (5) days of OWNER's request, Bidder shall submit written evidence, such as financial data, previous experience in performing comparable work, and present other such data as may be requested by the OWNER.

In determining the lowest responsible bid, the following elements will be considered: whether Bidder involved (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the work properly and expeditiously; (c) has suitable financial status to meet obligations incident to the work; and (d) has appropriate technical expertise.

Each Bidder may be required to show that previous work has been handled in such a manner that there are no just or proper claims pending against such work. No Bidder will be acceptable if he is engaged on any other work which impairs his ability to finance his contract. The Bidder shall demonstrate his ability by meeting all requirements herein stipulated, if asked for them.

SECTION 00100

INVITATION TO BID

Separate sealed bids for construction of the **Cascade County – Sun Prairie Overlay Project – Phase II** will be received at the office of Cascade County Commission Chambers, 325 2nd Ave North #111, Great Falls, MT 59401 until **1:00 p.m. local time on September 24th, 2020**, and then publicly opened and read aloud.

The project consists of: **A 0.2' thick plant mix overlay of approximately 2.2 Miles of Sun Prairie Village Roads including a portion of Sun Prairie Road and roads west of Sun Prairie Road, including other miscellaneous work.** Contractor shall have the required qualifications in order to bid this project.

The Contract Documents consisting of Drawings and Project Manual may be examined or obtained at the office of Big Sky Civil & Environmental, Inc., 1324 13th Ave SW, Great Falls, MT (406-727-2185) in accordance with Article 2.01 of Instructions to Bidders. Electronic contract documents are available upon request.

There will not be a Pre-Bid Conference for this project.

CONTRACTOR and any of the CONTRACTOR'S subcontractors bidding or doing work on this project will be required to be registered with the Montana Department of Labor and Industry (DLI). Forms for registration are available from the Department of Labor and Industry, P.O. Box 8011, 1805 Prospect, Helena, Montana, 59604-8011. Information on registration can be obtained by calling 1-406-444-7734. All laborers and mechanics employed by CONTRACTOR or subcontractors in performance of the construction work shall be paid wages at rates as required by the laws of the state of Montana. The CONTRACTOR must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

Each bid or proposal must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to Cascade County, in an amount not less than ten percent (10%) of the total amount of the bid. Successful BIDDERS shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount. Insurance as required shall be provided by the successful BIDDER(s) and a certificate(s) of that insurance shall be provided.

Award of this project will be contingent upon receiving concurrence from the Cascade County Commission. No bid may be withdrawn after the scheduled time for the public opening of bids stated above.

The right is reserved to reject any or all proposals received, to waive informalities, to postpone the award of the contract for a period not to exceed sixty (60) days, and to accept the lowest responsive and responsible bid which is in the best interest of Cascade County. Cascade County is an Equal Opportunity Employer.

Published at Great Falls, Montana, this _____ day of _____, 2020.

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Great Falls Tribune

Leslie Payne

Cascade County Public Works Director

325 2nd Ave North, #111

Great Falls, MT 59401

4.05 Access to the Site

If Bidder wishes to access site to conduct examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid, Bidder will be responsible for obtaining access from OWNER, and for obtaining permission for said investigations, explorations, tests or studies that require equipment and work in the Right-of-Way. Bidder shall fill and compact all holes and clean up and restore the Site to its former condition and to OWNER's satisfaction upon completion of such explorations, investigations, tests, and studies.

4.06 It is the responsibility of each Bidder before submitting a Bid to:

- A. Examine and carefully study the Bidding Documents including any Addenda and the other related data identified in the Bidding Documents;
- B. Visit the site and become familiar with and satisfy Bidder as to the general, local, and site conditions that may affect cost, progress, and performance of the Work; including but not limited to those general and local conditions affecting transportation, disposal, handling and storage facilities, availability of labor, water, power, roads, climactic conditions and seasons, physical conditions at the work sites and project area as a whole, job site topography and ground conditions, equipment and facilities needed preliminary to and during work prosecution,
- C. Become familiar with and satisfy Bidder as to all Federal, State and Local Laws and Regulations that may affect cost, progress, or performance of the Work;
- D. Carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified, and carefully study all reports and drawings of a Hazardous Environmental Condition, if any, at the site;
- E. Obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
- F. Agree at the time of submitting its bid that no further examinations, investigations, exploration, tests, studies or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
- G. Become aware of the general nature of the work to be performed by OWNER and others at the site that relates to the Work as indicted in the Bidding Documents;

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA AND SITE

4.01 Subsurface and Physical Conditions

A. The Special Provisions identify:

1. Reports of explorations and tests of subsurface conditions at or contiguous to the site that ENGINEER has used in preparing the Bidding Documents, if any.
2. Drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the site (except Underground Facilities) that ENGINEER has used in preparing the Bidding Documents.

B. Copies of subsurface reports referenced in the Special Provisions, if any, are attached to these Bidding Documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the subsurface reports or any other data, and for interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.02 Underground Facilities

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities or others. OWNER and ENGINEER assume no responsibility for accuracy or completeness thereof unless expressly provided otherwise elsewhere.

4.03 Hazardous Environmental Condition

None are known to exist at the project location. If hazardous environmental conditions are found to exist by Bidder, such conditions shall immediately be reported to the OWNER and ENGINEER.

4.04 Responsibility for Adequacy of Data Furnished

Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 4.06 of the General Conditions.

7.02 Addenda may be issued to clarify, correct or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.

7.03 Any addenda issued during the time of bidding, or forming a part of the Contract Documents loaned to the bidder for the preparation of his proposal, shall be covered in the Bid and shall be made a part of the Agreement. Receipt of each addendum shall be acknowledged in the Bid. Any Bid in which all issued addenda are not acknowledged will be considered incomplete and will not be read.

7.04 If there are any conflicting statements between these Instructions to Bidders and the MPWSS, these Instructions to Bidders will prevail.

ARTICLE 8 - BID SECURITY

8.01 A Bid must be accompanied by Bid Security made payable to OWNER in an amount of ten percent (10%) of Bidder's maximum Bid price and in the form of cash, a cashier's check, certified check, bank money order, or bank draft, in any case drawn and issued by a national banking association located in Montana or by any banking corporation incorporated under the laws of Montana; or a Bid Bond issued by a surety authorized to do business in Montana meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid Security of the successful Bidder will be retained until such Bidder has executed the Contract Documents and furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within fifteen (15) days after the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of (7) seven days after the Effective Date of the Agreement or (61) sixty-one days after the Bid opening, whereupon Bid Security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after Bid opening.

ARTICLE 9 - CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be (a) Substantially Completed and (b) also completed and ready for final payment are set forth in the Agreement.

9.02 The time of completion of the work is a basic consideration of the Contract. The Successful Bidder will be required to satisfy the Owner of his ability to complete the work within the stipulated time.

ARTICLE 10 - LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

- H. Correlate the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Ten (10) days prior to bid date, give ENGINEER written notice of all conflicts, errors, ambiguities, omissions, discrepancies, or doubt or obscurity as to the meaning of any portion of the Bidding Documents that Bidder discovers in the Bidding Documents, and confirm that the written resolution thereof by ENGINEER is acceptable to the Bidders; and
- J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.07 Representation Made by Submitting a Bid

The submission of a Bid will constitute an irrefutable and undeniable representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences or procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in Bidding Documents and the written resolutions thereof by ENGINEER are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

5.01 A pre-Bid conference is not being held for this project.

ARTICLE 6 - SITE AND OTHER AREAS

6.01 The site is identified in the Bidding Documents. Additional lands and access thereto required for temporary construction facilities, construction equipment, or material storage and equipment necessary for the Work are to be obtained and paid for by CONTRACTOR.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to ENGINEER in writing. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Bidding Documents that a substitute or "or equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS AND OTHERS

12.01 The apparent Successful Bidder, and any other Bidder so requested, shall within seven (7) days after Bid opening, submit to OWNER a list on the attached form, of all such Subcontractors, Suppliers, individuals or entities proposed for any portion of the Work. The list shall state any specific portion or portions of the work to be performed by each Subcontractor or Supplier. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity. If OWNER or ENGINEER after due investigation has reasonable objection to any proposed Subcontractor, Supplier, individual or entity, OWNER may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute. If the substitution results in an increase in the bid, a corresponding adjustment may be made to the Contract price.

12.02 If the apparent Successful BIDDER declines to make any such substitution, the OWNER may determine such Bidder to be non-responsive and reject the Bid. Declining to make requested substitution will not constitute grounds for forfeiture of the Bid Security of any Bidder. Any Subcontractor, Supplier, individual or entity solicited and against which OWNER and ENGINEER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER, subject to revocation of such acceptance after the Effective Date of the Agreement.

12.03 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom CONTRACTOR has reasonable objection.

ARTICLE 13 - PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents; additional copies may be obtained from the ENGINEER. Bids shall be strictly in accordance with the prescribed form. Any modifications thereof or deviations there-from may be considered as sufficient cause for rejection. Bids carrying riders or qualifications to the Bid being submitted may be rejected as irregular.

13.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each Bid item listed therein, or the words "No Bid", "No Change", "Not Applicable", or "Zero" entered.

13.03 Bids by a corporation must be executed in the corporate name by the president or a vice-president or other corporate officer who is authorized to bind the corporation, and the corporate seal

shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature. The Bid of a corporation which is signed by a person other than a corporate officer must be accompanied by evidence of authority to sign.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 A Bid by a Joint Venture shall be executed by each Joint Venturer in the manner indicated on the Bid form. The official address of the Joint Venture must be shown below the signature.

13.08 All signatures are to be in ink and names must be typed or printed below the signature. The title of the person(s) executing the Bid shall be clearly indicated beneath the signature. Any person signing a Bid as the agent of another, will be required to provide satisfactory evidence of his/her authority to do so.

13.09 The Bid Form shall contain an acknowledgment of receipt of all Addenda (the numbers of which must also be filled in on the Bid Form). Bids in which all issued Addenda are not acknowledged will be considered incomplete and will not be read.

13.10 The address and telephone number for communications regarding the Bid must be shown.

13.11 Current Montana Contractor's registration number, if any, must be shown.

ARTICLE 14 - BASIS OF BID; EVALUATION OF BIDS

14.01 Bids

- A. Bidders shall submit a Bid on a unit price and/or lump sum basis for each item of Work listed in the Bid Schedule as provided in the Bid Form. The Bid will not be considered unless the Bid Form contains all Unit Prices or Lump Sum, and alternates as shown on the Bid Form. Bids and totals are to be shown legibly in their proper locations. The Total Amount of the Bid shall be legibly written and numerically presented in the proper places and the Bid Form shall be manually signed.
- B. The total estimated price will be the sum of the products of the estimated quantity of each item and the unit price bid for the item. Final quantities and final payment will correspond to actual measured quantities installed and/or completed.
- C. Discrepancies between the multiplication of units of Work and unit price will be

resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

ARTICLE 15 - SUBMITTAL OF BID

15.01 Each prospective Bidder is furnished one copy of the Bidding Documents. The Bid form is to be completed and submitted with the Bid security and the bound contract documents along with additional documents, if any, as identified in the Special Provisions.

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Invitation to Bid and shall be enclosed in an opaque sealed envelope, plainly marked with the Project title "**Cascade County – Sun Prairie Village Overlay Project – Phase II,**" the name and address of Bidder, and shall be accompanied by the Bid Security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED". A mailed Bid shall be addressed to the address shown in the Invitation to Bid.

15.03

- A. The Bid will not be considered unless accompanied by proper Bid Security in accordance with Article 8 of these Instructions to Bidders.
- B. Alternative Bids will not be considered unless called for.
- C. Bids by telephone, telegraph, fax or other telecommunication systems will not be considered.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BIDS

16.01 Bids may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids as called for in the Invitation to Bid. Requests for modification or withdrawal must be written and must be signed in the same manner and by the same person(s) who signed the Bid.

16.02 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, if the Work is rebid or negotiated, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 - OPENING OF BIDS

17.01 Bids will be publicly opened at the time set forth in the Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 - AWARD OF CONTRACT

19.01 OWNER reserves the right to reject any and all Bids, including without limitation, nonconforming, non-responsive, unbalanced or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. OWNER also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. OWNER reserves the right to correct arithmetical errors in any Bid, prior to Bid comparison. OWNER reserves the right to reject the Bid of any Bidder if OWNER believes it would not be in the best interest of the Project to make an award to that Bidder, whether because Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of the Bidder and the rejection of all Bids in which that bidder has an interest.

19.03 In evaluating Bids, OWNER will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form prior to the Notice of Award.

19.04 In evaluating Bidders, OWNER will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in Article 12 of these Instructions to Bidders.

19.05 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals or entities to perform the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, OWNER will award the Contract to the responsible Bidder whose Bid, conforming with all material terms and conditions of the Bidding Documents, is lowest price, in the best interest of the OWNER. The OWNER reserves the right to accept or reject the Bids, or portions of Bids if denoted in the Bid as separate schedules, and to award more than one Bid or schedule for the same Bid if any of the aforementioned combination of Bids or schedules will be in the best interest of the OWNER.

The OWNER reserves the right to cancel the award of any Agreement at any time before the complete execution of said Agreement by all parties without any liability against the OWNER.

SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

**Cascade County
Sun Prairie Village Overlay Project – Phase II**

CONTRACT IDENTIFICATION & NUMBER: 19DH

THIS BID IS SUBMITTED TO:

**Cascade County Board of Commissioners
325 2nd Avenue North, #111
Great Falls, MT 59401**

- 1.01** The undersigned Bidder proposes and agrees if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents, to perform and furnish all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 2.01** Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instruction to Bidders, including without limitations, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.
- 3.01** In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged the following Addenda:

Addendum No.

Addendum Date

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site, if any, and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Special Provisions as provided in paragraph 4.02 of the General Conditions, and reports and drawings of a Hazard Environmental Condition, if any, which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions.

ARTICLE 20 - CONTRACT SECURITY

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth OWNER's requirements as to Performance Bond, Payment Bond, and certificates of insurance. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by all required bonds and insurance.

20.02 The Bond shall be executed on forms provided herein, or on forms otherwise acceptable to the OWNER, signed by a Surety Company authorized to do business in the State of Montana, and acceptable as a surety to the OWNER, and countersigned by a Montana Resident Agent. With the Bonds, there shall be filed with the OWNER, one copy of Power of Attorney, certified to include the date of the Bond.

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When OWNER gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within fifteen (15) days thereafter, Successful Bidder shall sign and deliver at least three (3) counterparts of the Agreement and attached documents to OWNER. Within fifteen (15) days thereafter OWNER shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings and Specifications.

21.02 Failure on the part of the Successful Bidder to execute the Agreement and furnish Contract Bond(s), shall be just cause for annulment of the Award. The Bid Guarantee shall be forfeited to Owner not as a penalty, but as liquidation of damages sustained. Award may then be made to the next lowest qualified and responsible Bidder, or the work may be re-bid, at the Owner's discretion.

21.03 If OWNER does not execute the Agreement within fifteen (15) days following receipt from the Bidder of the signed Agreement and Bonds, the Bidder shall have the right to withdraw his Bid, without penalty.

21.04 No Agreement shall be considered effective until it has been fully executed by all parties thereto.

ARTICLE 22 - STATE LAWS AND REGULATIONS

22.01 All applicable laws, ordinances and the rules and regulations of authorities having jurisdiction over construction of the project shall apply to the Contract throughout. State laws and ordinances which the CONTRACTOR must comply with, include but are not limited to, those involving workmen's compensation insurance, contractor registration, and gross receipts tax.

END OF SECTION 00200

UNIT PRICE SCHEDULE
Sun Prairie Village Overlay Project – Phase II
Cascade County, Montana

Phase II – Sun Prairie Village Roads (Sun Prairie Road, Van Buren, Wash., Truman, 2nd St. W.)

| <u>Item No.</u> | <u>Est. Quantity</u> | <u>Unit</u> | <u>Name of Pay Item With Unit Bid Price Written In Words</u> | <u>Unit Price</u> | <u>Amount Bid</u> |
|---|----------------------|-------------|--|----------------------|-------------------|
| 101 | 1 | L.S. | Mobilization | | |
| at Thirty four thousand, six hundred fifty dollars and zero cents | | | | /unit \$34,650.00 | \$34,650.00 |
| 102 | 1 | L.S. | Traffic Control | | |
| at Eleven thousand, eight hundred fifty dollars and zero cents | | | | /unit \$11,850.00 | \$11,850.00 |
| 103 | 1.2 | Mile | Shoulder Preparation | | |
| at One thousand two hundred dollars and zero cents | | | | /unit \$1,200.00 | \$1,440.00 |
| 104 | 1.2 | Mile | Sweep & Broom | | |
| at Two thousand four hundred fifty dollars and zero cents | | | | /unit \$2,450.00 | \$2,940.00 |
| 105 | 127 | S.Y. | Cold Milling | | |
| at Twenty five dollars and zero cents | | | | /unit \$25.00 | \$3,175.00 |
| 106 | 5,043 | Ton | AC Surfacing | | |
| at Seventy one dollars and zero cents | | | | /unit \$71.00 | \$358,053.00 |
| 107 | 2,015 | Gal. | Emulsified Asphalt Tack | | |
| at Three dollars and zero cents | | | | /unit \$3.00 | \$6,045.00 |
| 108 | 22 | Gal. | Pavement Markings | | |
| at Two hundred eighty five dollars and zero cents | | | | /unit \$285.00 | \$6,270.00 |
| 109 | 50 | Ton | Shoulder Gravel | | |
| at Thirty eight dollars and fifty cents | | | | /unit \$38.50 | \$1,925.00 |
| 110 | 7,730 | S.Y. | Seal & Cover | | |
| at Two dollars and ten cents | | | | /unit \$2.10 | \$16,233.00 |
| 111 | 277 | Ton | Leveling Course | | |
| at Ninety four dollars and zero cents | | | | /unit \$94.00 | \$26,038.00 |
| 112 | 29 | Each | SS Manhole Treatment | | |
| at Three hundred fifty dollars and zero cents | | | | /unit \$350.00 | \$10,150.00 |
| 113 | 5,000 | Each | Misc. Bid Items | | |
| at One dollar and zero cents | | | | /unit \$1.00 | \$5,000 |
| PHASE II WORK SUBTOTAL | | | | \$ 483,769.00 | |

Four hundred eighty three thousand, seven hundred sixty nine dollars and zero cents

(SUBTOTAL AMOUNT WRITTEN IN WORDS)

- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the Work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
- I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

The Bidder certifies that no official of the OWNER, ENGINEER or any member of such official's immediate family, has direct or indirect interest in the pecuniary profits or Contracts of the Bidder.

5.01 The Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

- 6.01** Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02** Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.
- 7.01** The following documents are attached to and made a condition of the Bid:
- A. Required Bid security in the amount of 10% of the maximum Bid price including alternatives, if any, and in the form of a Bid Bond identified in the Instructions to Bidders.
 - B. Affidavit of Non-Collusion.
 - C. Compliance Statement for Non-Segregated Facilities.
- 8.01** The terms used in this Bid with the initial capital letters have the meanings indicated in the Instructions to Bidders, General Conditions, and the Supplementary Conditions.

SUBMITTED on September 24, 2020
(Date)

Montana Contractor's Registration # (if any) 5498.

Employer's Tax ID No. 81-0406935

If BIDDER is:

An Individual: _____
(Name typed or printed)

By: _____
(Individual's Signature)

Doing business as: _____

Business Address: _____

Phone No.: _____ FAX No: _____

Partnership: _____
(Partnership Name)

By: _____
(Signature)

(Name, typed or printed)

Business Address: _____

Phone No.: _____ FAX No: _____

A Corporation: United Materials of Great Falls, Inc.
(Corporation Name)

State of Incorporation: Montana

Type (General Business, Professional, Service, Limited Liability): General

By: Lonnie G. Anderson Lonnie G. Anderson
(Signature of person authorized to sign)

Title: President

Attest: Shanna Christopherson Shanna Christopherson
(Signature)

Business Address: P.O. Box 1690

Great Falls, MT 59403-1690

Phone No.: 406-453-7692 FAX No: 406-727-9040

Date of Qualification To Do Business Is: 01/01/1983

(Corporate Seal)

SECTION 00500

AGREEMENT

This Agreement is dated the _____ day of _____ in the year 2020 by and between the **Cascade County Board of Commissioners** hereinafter called OWNER and _____, hereinafter called CONTRACTOR. OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK:

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as a **preventative maintenance plant mix overlay of select roadways within Sun Prairie Village, Phase II**. The location(s) where the Work is to be performed are hereinafter referred to as "the Site". The Work includes all associated traffic control, mobilization, plant mix surfacing, and other incidental work thereto as further described on the construction drawings.

Article 2. THE PROJECT:

2.01 The Project for which Work under these Contract Documents shall be performed is described as **preventative maintenance plant mix overlay with misc. work items on Sun Prairie Village Roads**.

Article 3. ENGINEER:

3.01 The Project has been designed by Big Sky Civil & Environmental, Inc., 1324 13th Avenue SW, P.O. Box 3625, Great Falls, MT 59403, hereinafter referenced as the ENGINEER and who is to assume duties and responsibilities and have rights and authority assigned to ENGINEER in the Contract Documents for the completion of the Work in accordance with the Contract Documents.

Article 4. CONTRACT TIME:

4.01 Time of the Essence.

A. All the limits for milestones, if any, Substantial Completion, completion and readiness for final payment, as stated in the Contract Documents, are of essence of the Contract.

4.02 Days to achieve Substantial Completion.

A. The Work associated with Phase II will be substantially completed within **45 calendar days** after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions. (Reference: "Standard General Conditions of the Construction Contract" – Document EJCDC C-700 as set forth in the Montana Public Works Standard Specifications – 6th Edition/Article 9.01A6 herein). The Contract Time commences to run as provided in paragraph 2.03 of the General Conditions.

4.03 Liquidated damages.

A. OWNER and CONTRACTOR recognize that **TIME IS OF THE ESSENCE** of this

A Joint Venture: Each Joint Venture Must Sign

Joint Venturer Name: _____
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ FAX No: _____

Joint Venturer Name: _____
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ FAX No: _____

Address of Joint Venture for Receipt of Official Communication:
Address: _____

Phone No.: _____ FAX No: _____

(Each Joint Venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION 00300

Agreement; and if the Work is not substantially complete within the times specified in paragraph 4.02 above, plus any extensions thereof allowed by OWNER, OWNER shall suffer loss. The parties also recognize the delays, expenses and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Four Hundred Dollars (\$400.00)** for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete.

Article 5. CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the work in accordance with the Contract Documents an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item that is constructed and accepted. Unit prices are those listed in the Unit Price Schedule of the Bid Form attached as Exhibit A to this Agreement. Estimated quantities used for bidding purposes are not guaranteed. Payment will be for actual quantities as determined by Engineer in accordance with Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions. (Reference: "Standard General Conditions of the Construction Contract" – Document EJCDC C-700 as set forth in the Montana Public Works Standard Specifications – 6th Edition/Article 9.01A6 herein).

Article 6. PAYMENT PROCEDURES:

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment on a periodic basis. The date by which Application for Payment is to be submitted will be defined at the Preconstruction Conference. Applications for Payment will be reviewed and approved by ENGINEER before payment is issued. ENGINEER will review Application for Payment and submit comments and/or recommendations to OWNER within 10 working days after Application for Payment is received by ENGINEER.

6.02 Progress Payments; Retainage:

A. OWNER will make progress payments in accordance with the Contract Price on the basis of CONTRACTOR's Applications for Payment, as recommended by ENGINEER, once each month during construction as provided below. All progress payments will be on the basis of the quantity of each bid item completed multiplied times the Unit Bid Price shown on the Bid Form for that item.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the sum of the unit price items less the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine reasonable.

a. The OWNER shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all Work covered by the Contract

Documents.

b. Retainage will be five percent (5%) of materials and equipment not incorporated in the Work (but delivered to the Site, suitably stored and accompanied by documentation satisfactory to OWNER).

2. Upon Substantial Completion and at the OWNER's discretion, the amount of retainage may be further reduced if requested by the CONTRACTOR.

6.03 Final Payment: Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER.

Article 7. INTEREST:

7.01 All moneys not paid when due will bear interest at the rate allowed by law in the state of Montana.

Article 8. CONTRACTOR'S REPRESENTATIONS:

8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents, (including all Addenda and all other related data identified in the Bidding Documents).

B. CONTRACTOR has visited the Site and has become familiar with and satisfied as to the general, local and Site conditions that may affect cost, progress, performance or furnishing of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site, if any, and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site which have been identified. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR including applying the specific means, methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract Documents to be employed by the

CONTRACTOR, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 9. CONTRACT DOCUMENTS:

9.01 Contents

A. The Contract Documents consist of the entire contents of the Project Manual and the Project Drawings, and include the following:

1. This Agreement (pages 1 to 8);
2. Bid Bond
3. Payment & Performance Bonds
4. Certificate(s) of Insurance
5. Invitation to Bid
6. Instructions to Bidders
7. Special Provisions
8. Prevailing Wage Rates
9. Specifications as listed in the table of contents of the Project Manual (which include, by reference, Montana Public Works Standard Specifications and Standard Drawings);
10. Drawings, consisting of sheets numbered **1** through **13** with each sheet bearing the Project title: **Cascade County - Sun Prairie Village Overlay Project, Phase II.**
11. Addenda (numbers __ to __, inclusive);
12. Exhibits to this Agreement, as applicable:
 - a. CONTRACTOR's Executed Bid Proposal;
 - b. Documentation submitted by Contractor prior to Notice of Award (pages __ to __);
 - c. Notice of Award (page 1);
 - d. Notice to Proceed (page 1);
 - e. Certificate of Substantial Completion (page 1);
13. The following which may be delivered or issued on or after the Effective Date of the

Agreement and are not attached hereto:

- a. Written Amendments;
- b. Work Change Directives;
- c. Change Order(s).

B. The documents listed in paragraph 9.01.A. are attached to the Agreement (except as expressly noted otherwise). There are no Contract Documents other than listed in Article 9.

Article 10. DISPUTE RESOLUTION

The Parties agree that all disputes relating to or arising from (a) the construction of the Project OR (b) the negotiation, interpretation or enforcement of any term of this Agreement shall be determined between them as follows and further agree that the Parties shall at all times bear their own costs and attorney fees:

- A. The disputes shall first be submitted to non-binding mediation before a neutral mediator selected pursuant to the provisions set forth in paragraph B(i) below.
- B. If the mediation conducted pursuant to paragraph A above does not resolve all such disputes between the parties, the unresolved disputes shall be submitted to final, binding arbitration conducted pursuant to the Montana Uniform Arbitration Act [M.C.A. §27-5-111 *et seq.*]. Any party may institute an arbitration proceeding pursuant to this Agreement by serving on all other Parties a written demand for arbitration, served at their addresses set forth in this Agreement. Each other party shall respond to the demand for arbitration in writing 20 days after the demand is deemed served, with the response to be served to the same addresses. If either party fails to timely respond to the demand for arbitration within the 20-day period, then that party shall be deemed to have consented to final, binding arbitration pursuant to this Agreement. With respect to any such arbitration proceedings, the following procedures shall control and shall supersede any contrary provisions of the Montana Uniform Arbitration Act:
 - (i) Within 40 days after the initial demand for arbitration is served, each party shall submit to each other party the names and addresses of three proposed arbitrators, who may but need not reside in Montana. The proposed arbitrator receiving the largest number of designations shall be the arbitrator selected to arbitrate the dispute. If an arbitrator is not selected pursuant to the provisions of the immediately preceding sentence, then the Montana District Court located in Cascade County shall select an arbitrator from the list of arbitrators proposed by all parties. Any litigation related to the arbitration proceeding may only be venued in said court.
 - (ii) The Montana Rules of Civil Procedure and Montana Rules of Evidence shall govern the arbitration proceedings, except as follows:
 - (a) Discovery shall be limited to (i) no more than 25 written interrogatories (including subparts), (ii) no more than 25 requests for production (including subparts), and (iii) no more than 10 hours of depositions [total for all witnesses] conducted by each party.
 - (b) The arbitrator shall issue a written decision which summarizes

the facts and law upon which his/her decision is based, as required when a District Court rules upon a motion for summary judgment which is appealable as set forth in Rule 52(a), M.R.Civ.P. Formal findings of fact and conclusions of law, as required after contested nonjury trials, shall not be required.

(iii) Any decision of the arbitrator may only be appealed on the grounds authorized by the Montana Uniform Arbitration Act, and the decisions interpreting that Act.

(iv) Except as provided above, all provisions of the Montana Uniform Arbitration Act shall govern any arbitration conducted pursuant to this Agreement.

Article 11. MISCELLANEOUS:

11.1 Terms.

A. Terms used in this Agreement which are defined in the Special Provisions will have the meanings indicated in the Special Provisions.

11.2 Assignment of Contract.

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.3 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

11.4 Severability

A. Any provision of part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed two (2) copies of the Agreement, one (1) counterpart has been delivered to OWNER, one (1) to CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 20__ (which is the effective date of the Agreement).

STATE OF MONTANA)
 :ss
County of _____)

CONTRACTOR:

This instrument was signed or acknowledged
before me on this ___ day of ___, 20__, by
_____.

By _____
(Signature)

IN WITNESS WHEREOF, I have hereunto
set my hand and affixed my Official Seal the
day and year in this certificate first above
written.

CONTRACTOR Registration No. _____

(print name)

Agent for service of process:

Notary Public for the State of Montana
Residing at _____
My Commission expires: _____

(NOTARIAL SEAL)

(CORPORATE SEAL)

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

James Larson, Chair

Joe Briggs, Commissioner

Jane Weber, Commissioner

ATTEST

On this ____ day of _____, 20__, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Fontana Moore,
Cascade County Clerk and Recorder

END OF SECTION 00500

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY: (Name and Address of Principal Place of Business):

OWNER (Name and Address):

Cascade County Board of Commissioners
325 2nd Ave North, #111
Great Falls, MT 59401

BID

Bid Due Date: **September 24, 2020**

Project (Brief Description Including Location): **Sun Prairie Village Overlay Project, Phase II**

BOND

Bond Number:

Date (Note later than Bid due date):

Penal sum

_____ (words)

_____ (figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(seal)

(seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or All Bids are rejected by Owner or
 - 3.2. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount-due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

CERTIFICATE OF COMPLIANCE WITH INSURANCE REQUIREMENTS

The undersigned Contractor hereby acknowledges that she/he has read and understands the insurance requirements specified in this contract, and hereby agrees (1) that such insurance will be maintained in at least the amounts and types specified in this contract during any modifications and/or time extensions granted thereto; (2) that these required insurance policies will each contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interest of the Owner in such insurance shall not be effective for such period as may be prescribed by the Laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof has been given to the Project Engineer; (3) that Montana Workmen's Compensation Insurance, or letter of reciprocal agreement with another state, shall be maintained on this contract for the during the entire performance period and for and during any modifications and/or time extensions granted thereto; and (4) that this agreement shall become a part of and be incorporated into the above referenced contract, and shall be legally binding and enforceable at law.

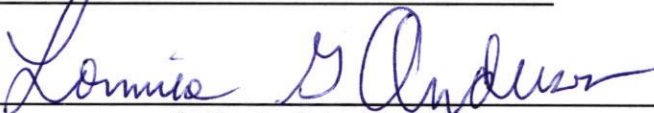
INSURANCE COMPANY(IES): Payne West, Inc. PHONE NO.: 406-761-1160

CONTRACTOR: United Materials of Great Falls, Inc.

P.O. Box 1690

Great Falls, MT 59403-1690

Date: September 24, 2020



(authorized signature)

Lonnie G. Anderson

(typed name)

President

(title)

The undersigned authorized representative, on behalf of the **Cascade County Commission**, hereby accepts and ratifies the above agreement and hereby incorporates the above agreement into the above referenced contract.

(date)

By: _____
(authorized representative)

SECTION 01200

SPECIAL PROVISIONS

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SECTION 01200

SPECIAL PROVISIONS

ARTICLE 1. DESCRIPTION OF WORK:

Work performed under the Civil Site work portion of this project consists of all materials, equipment and tools, the performance of all labor, construction, and work appurtenant thereto, to complete the project as detailed on the drawings and as specified. Work includes AC pavement overlay, sweeping/asphalt prep, existing manhole and valve box adjustments, and other miscellaneous tasks.

ARTICLE 2. SPECIFICATIONS:

All applicable provisions of Montana Public Works Standard Specifications, latest edition, and subsequent addenda, hereafter collectively referred to as MPWSS, apply to this project, except where specifications are modified or replaced by provisions made herein.

ARTICLE 3. WORK HOURS:

Coordinate with Owner to develop mutually acceptable work hours and days of week.

ARTICLE 4. TESTING & INSPECTION:

Sampling and testing to assure specification conformance are to be performed by the Owner or the Engineer as quality assurance testing. The Owner will pay for the quality assurance testing. Quality assurance testing frequency is at the Owner's discretion.

Contractor shall be responsible for cooperating with the Owner and Engineer and assuring the Owner and Engineer's personnel have access to all work areas at all times work is in progress. Provide any special facilities or equipment to access work areas at Contractor expense. Contractor shall notify the Engineer of the work ready for quality assurance testing and shall establish and update the construction schedule to provide the Engineer estimated sampling/testing dates and times.

Quality assurance re-testing due to failing initial tests will be performed by the Owner or Engineer, and the re-test costs deducted from the contract amount for the affected bid item.

ARTICLE 5. ADJACENT IMPROVEMENTS:

Protect and maintain all existing improvements not called for removal. Restore all damaged items to pre-existing condition. Contractor shall protect and maintain existing structures, surfacing, utilities, property pins, signage, landscaping, and other features not specified for removal. Any damage to these items shall be immediately repaired or replaced at the Contractor's expense.

ARTICLE 6. SURFACE RESTORATION:

Contractor shall be responsible for housekeeping of adjacent properties which shall be clean and free of construction debris and nuisances. If the properties are not maintained in a manner acceptable to Owner, it will be repaired by Owner, and Contractor will be responsible for costs incurred for such repairs or cleaning.

ARTICLE 7. COORDINATION WITH OTHER WORK & SITE USES:

Contractor shall be responsible to coordinate with and allow access to Owner, inspectors, engineers, adjacent homeowners, and other parties that may use the property.

ARTICLE 8. WARRANTY PERIOD:

Contractor shall warranty all improvements for a period of one year from the date of Substantial Completion.

ARTICLE 9. WAGE RATES:

Prevailing wage rates for the work must be in accordance with the Montana Prevailing Wage Rates for Highway Construction Services 2020.

ARTICLE 10. NOISE IMPACTS:

To minimize construction noise impacts on the local residents, no construction activities will be allowed between the hours of 10 p.m. and 6 a.m. without express written approval from the Project Manager.

ARTICLE 11. TRAFFIC CONTROL:

Contractor shall be responsible for furnishing and maintaining all required traffic control throughout project. Traffic control shall meet current MUTCD standards and an approved Traffic Control Plan shall be submittal for approval by the Owner and Engineer prior to the Notice to Proceed.

Cascade County-owned road right-of-ways are available for any necessary detours related to this project. If Bidder/Contractor elects to use only County right-of-ways for the purposes of traffic control, it is the Bidder's/Contractor's sole responsibility to maintain all traffic within the existing County right-of-way, to provide suitable and safe temporary detour roads, and to provide all necessary flaggers and signage. If the Bidder/Contractor intends to utilize other, non-County-owned roadways for detours, the Bidder/Contractor shall be responsible to directly coordinate with the respective private property owners, homeowner's associations, etc. Obtaining permission to use private roadways will be the sole responsibility of the Bidder/Contractor. Any improvements that become necessary to repair roads during or after use by detour traffic will be the sole responsibility of the Bidder/Contractor. If private roadways are intended to be used by the Bidder/Contractor, evidence of permission to use these private

roadways must be provided to the Owner and Engineer as part of the project-required Traffic Control Plan.

ARTICLE 12. SS MANHOLE TREATMENT

Sanitary sewer manhole treatment is the saw cutting around the casting, removal of material necessary to raise and level the existing casting with pre-cast concrete riser rings to an elevation that will accommodate the 0.2' plant mix overlay. Manhole adjustments will have to be field fitted to the existing conditions of each specific manhole as the area manholes vary. Backfill and place plant mix as necessary to provide a smooth transition with the 0.2' plant mix overlay.

Include the cost for manhole field review in the unit price for SS Manhole Treatment.

ARTICLE 13. CONTRACTOR - RESIDENT COORDINATION/NOTIFICATION:

Prior to beginning work and during the course of the work, deliver notices to each resident adjacent to the project area, and to residents of adjacent streets that may have access restricted during construction. Notices shall be posted as door hangers at each address at least two weeks prior to the work and within one week of restricting access. This coordination includes requesting the removal of vehicles or other obstructions within the streets.

Full compensation for resident coordination and notifications shall be considered as included in the contract lump sum price paid for "Mobilization", and no separate payment will be made therefor.

ARTICLE 14. CONSTRUCTION SURVEYING AND LAYOUT:

OWNER Furnished Survey Control:

The OWNER will provide a maximum of four additional control points, if requested. All other surveying and layout will be the responsibility of the Contractor.

SECTION 01300

SUBMITTALS

1.0 GENERAL

1.1 DESCRIPTION

- A. The work of this section covers the procedure for the submission of required information (shop drawings, certifications, etc.) as detailed by the technical sections.

2.0 PRODUCTS

2.1 SHOP DRAWING SUBMITTAL FORM

- A. All submittals shall be accompanied with a Shop Drawing Submittal form. List each item by Item Number and Description, referencing applicable Specification Section or Drawing. Attach one copy of the completed Shop Drawing Submittal Form to each of the required copies of the submittal.

3.0 EXECUTION

3.1 CONTRACTOR REVIEW AND APPROVAL

- A. Before submitting a shop drawing or any related material to Engineer, the Contractor shall: review each such submission for conformance with the means, methods, techniques, sequences, and operation of construction, and safety precautions and programs incidental thereto, all of which are the sole responsibility of Contractor; Contractor to approve each such submission before submitting it; and so stamp each submission before submitting it.
- B. Submittals which have not been reviewed and stamped or initialed by the Contractor will be returned without action or comment by the Engineer.
- C. Engineer shall assume that no shop drawing or related submittal comprises a variation unless Contractor advises Engineer otherwise via a written instrument, and that this has been acknowledged in writing by Engineer.

3.2 NUMBER OF COPIES

- A. Submit 4 copies of all submittals and test results. Three (3) copies will be retained by Engineer and one (1) copy returned to Contractor.

3.3 REQUIRED SUBMITTALS

- A. Submittal Register: The Contractor shall submit to the Engineer a register indicating the required submittal data and his proposed submittal date of all equipment and materials for which a submittal is required. The register shall be submitted to the Engineer by the Contractor within the five (5) calendar days of the date of the Notice to Proceed.
- B. Test Reports and Samples: Submit mix designs and/or test reports as required under each technical specification section. Submit all test results within 36 hours after test completion.
- C. Project Record Documents: Submit Project Record Documents as required by Section 01720.
- D. Shop Drawings: Submit shop drawings as required by each Technical Specification Section, to include:
 - 1. All manufactured products to be installed as components of the finished project.
 - 2. Moisture density curves (proctors) for soils, bedding, and base gravel.
 - 3. Sieve analysis for bedding and gravels.
 - 4. Concrete and asphaltic mix designs and test results.
- E. Project Closeout Documentation: Submit project closeout documentation as required by the General Conditions and Supplemental Conditions.

3.4 SHOP DRAWINGS AND MATERIALS SUBMITTAL DATA

- A. The Contractor shall submit to the Engineer on the required dates, all materials and equipment data the Engineer may require, to determine whether or not the proposed material will meet these specifications. Data may include, but is not limited to descriptions of materials and equipment, certificates of compliance, samples, details, proposed layout if required, and deviations to the specifications, with justification for any deviation. Submittals relating to components of the system to be installed during construction shall include manufacturers recommended installation instructions and procedures, in addition to the information required by Section 6.17 of the General Conditions. Data submitted for approval shall address all pertinent information that is required by, and is detailed in, the specifications. All submittal information required by an individual section of the Technical Specifications shall be submitted at one time. No piece-meal submittals will be accepted.

3.5 REVIEW OF SUBMITTALS

- A. Time of Review: The Engineer shall act upon the submitted data within fourteen (14) calendar days of receipt of the material.

- B. Review of Submittals for Substitute Materials: If Contractor chooses to submit information about substitute materials, which results in additional review time and cost, the Contractor will be charged a review fee for the additional time required to complete the review.
- C. Re-submittal Fee: Fees shall be assessed for review of shop drawings, operation and maintenance manuals, and samples beginning with the second re-submittal. Fees shall cover all costs related to engineering review and evaluation.

END OF SECTION 01300

SECTION 02510

ASPHALT CONCRETE PAVEMENT

The following are additions, corrections, and/or deletions to Section 02510 of the Montana Public Works Standard Specifications.

2.0 PRODUCTS

2.2 PLANT MIX AGGREGATES

I. Surface Course Asphalt Plant Mix

Revise the second sentence of Paragraph 1 to read "Assure the composite material meets the gradation requirements in Table 1, for Type B surface Course Aggregate."

2.3 ASPHALT BINDER MATERIAL

Revise Paragraph A to read "Furnish PG 58-28 asphalt binder material."

3.0 EXECUTION

3.10 WEATHER LIMITATIONS

Delete the first two sentences of the Paragraph B, and replace with the following: "Asphalt hot-mix surface course mixture shall only be placed when the air wind-chill temperature is at least 40 degrees F and rising. Asphalt hot-mix base and surfacing courses shall be placed only when the air wind-chill temperature is at least 32 degrees F and rising."

3.11 SURFACE PREPARATION - Add the following:

- B. Herbicide Treatment:** Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.

END OF SECTION 02510

SECTION 02581

PAVEMENT MARKINGS

The following items supplement Section 02581 of the Montana Public Works Standard Specifications for parking lot striping only.

PART 1: GENERAL

1.1 SECTION INCLUDES

- A. Pavement markings and striping

1.2 RELATED SECTIONS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

PART 2: PRODUCTS

2.1 MATERIALS

- A. Pavement Marking: Traffic Paint, yellow, as selected, or as indicated on Drawings. Provide paint compatible with pavement sealer and bituminous surface material.

PART 3: EXECUTION

3.1 EXAMINATION

- A. Inspect areas and conditions under which traffic paint is to be applied. Do not proceed with work until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Protection
 - 1. Protect adjacent improvements from misplaced pavement markings.
- B. Surface Preparation
 - 1. Surface must be dry and free of dirt or loose particles.
 - 2. Remove oil and grease with thinner, recommended by manufacturer of paint.

3.3 APPLICATION

- A. Sweep and clean surface to eliminate loose material and dust. Surface shall be clean and dry, free from loose dirt, grease, oil, etc.
- B. Do not apply traffic or lane marking paint until layout and placement have been verified with the construction drawings. If mismarking occurs, correct as directed by the Owner's Representative.
- C. Comply with manufacturer's recommendations. Apply at rate of 1 gallon per 80-100 square feet by machine to finished paving. Apply material as received from manufacturer without dilution; lines 4" wide or as indicated on drawings, other markings as shown.

3.4 CLEANING

- A. Remove pavement markings misplaced or overrunning onto adjacent improvements.

3.5 PROTECTION

- A. Keep traffic off markings until dry.

END OF SECTION 02581

SECTION 17000

MEASUREMENT & PAYMENT

General: The following shall constitute the measurement of work items completed under the General Civil Site Work Specifications. Payment shall be according to project manual for the completed work furnished, installed and accepted. The cost of any incidental work or materials required to complete the work, although not specifically stated herein, shall be merged with and become part of the remaining work items. Costs of bonds, as applicable, insurance, and other miscellaneous items shall be merged into the project and will not be paid separately.

Quantity Variations: Owner reserves the right to increase or decrease quantities by 25% above or below the Bid quantities without altering unit prices.

Basis of Payment for In-Place Yardage: Items listed in the Bid Form for which units are designated as Cubic Yards (CY) are to be interpreted as the compacted in-place quantity needed to complete the specified work. The estimated quantity identified does not reflect shrink or swell factors.

Incidental Items: All bonding, insurance, record documents, warranty work, cleanup, dewatering, NPDES & other permits, erosion control plans, implementation of erosion control measures, compaction, provisions for temporary access to/from all properties, coordination with owners of identified utilities and utility conflicts, protection of existing utilities (water, sewer, electrical, telephone, etc.), property restoration, notifications, coordination with Owner, Engineer, and other affected parties; surface restoration beyond payable limits, as-built drawings and other items not specifically shown as payable are considered subsidiary to prime pay items and receive no direct payment.

Base Bid Schedule (Schedule I):

Item #101 Mobilization

Measurement shall be as a lump sum for the mobilization to the site including the necessary movement of personnel, equipment, supplies, and incidentals to the project site as well as other preparatory work and operations performed to commence work onsite. Include the demobilization from the site following the completion of the work. Payment shall be at the contract lump sum price.

Item #102 Traffic Control

Measurement shall be as a lump sum for the completed and accepted item of work. This bid item shall include the preparation and implementation of an acceptable traffic control plan meeting MUTCD requirements. Include necessary signage, flagging, public notices, and other requirements necessary to implement the TCP. Contractor shall be responsible for submitting TCP to Engineer and Owner for approval prior to implementation. Payment shall be at the contract lump sum price.

Item #103 Shoulder Preparation

Measurement shall be per mile for the completed and accepted item of work as detailed within the project plans. Shoulder preparation shall include the equipment and labor necessary to clear and grub the existing asphalt edge to remove overgrown vegetation, rubbish, and soil deposits to expose asphalt edges. Also include the replacement of the material following final seal and cover. Additional materials needed to provide a smooth transition shall be paid under Bid Item 109. Payment shall be at the contract unit price.

Item #104 Sweep & Broom

Measurement shall be per mile for the completed and accepted item of work including the equipment and labor necessary to sweep and clean the asphalt surface of dirt and loose materials prior to the overlay as well as following final seal and cover. Refer to the project documents for additional information. Payment shall be at the contract unit price.

Item #105 Cold Milling

Measurement shall be per square yard for the completed and accepted item of work including all equipment and labor necessary to provide the taper milling connections as detailed on the plans. Milled materials become the property of the Contractor and can be utilized for shoulder gravel if desired. Milled materials not utilized onsite shall be wasted offsite at the Contractor's expense. Payment shall be at the contract unit price.

Item #106 AC Surfacing

Measurement shall be per ton of asphaltic concrete installed and accepted. AC section shall include AC, furnishing materials, spreading, compacting, mix-designs, and any appurtenant items necessary for the completion of pavement section per the drawings. Shall also include all necessary sweeping and pavement preparation prior to AC overlay. Payment shall be at the contract unit price.

Item #107 Emulsified Asphalt Tack

Measurement shall be per gallon of Emulsified Asphalt CRS-2 tack coat materials utilized prior to the pavement overlay installed per contract documents including all materials, equipment, and labor required to apply the tack coat materials. Payment shall be at the contract unit price.

Item #108 Pavement Markings

Measurement shall be per gallon of pavement paint required for the completed and accepted pavement striping, and shall include all materials, equipment and labor required to apply pavement markings in accordance with the Contract Documents. Work shall be completed in accordance with these plans and specifications. Payment shall be at the contract unit price.

Item #109 Shoulder Gravel

Measurement shall be by the ton of gravel materials delivered to the site and installed per contract documents and accepted. Include all materials, equipment, and labor necessary for a complete installation and final grading as detailed on the plans and as directed by the Project Manager. Contractor shall be responsible for furnishing haul tickets for trucks delivering shoulder gravel materials. Furnish gravel materials meeting requirements detailed within specification Section 02235. Payment shall be at the contract unit price.

Item #110 Seal & Cover

Measurement shall be by the square yard for final seal and cover following asphalt paving. Seal and cover shall include the application of bituminous material and covering with aggregate including all materials, equipment, and labor required to apply the seal and cover in accordance with the Contract Documents. Provide 3/8" seal coat aggregate meeting specification Section 02504 Table II requirements. Furnish asphalt material meeting specification Section 02502 Emulsified Asphalt CRS-2. Payment shall be at the contract unit price.

Item #111 Leveling Course

Measurement shall be per ton of asphaltic pavement utilized as a skim/leveling patch prior to the final overlay. Note: skim patch depth may vary between sites detailed within plans. Skim patch bid item shall include AC, furnishing materials, spreading, compacting, mix-designs, and any appurtenant items necessary for the completion of work per the drawings. Payment shall be at the contract unit price.

Item #112 SS Manhole Treatment

Measurement will be per unit of work that is installed. Item includes furnishing all labor, materials and equipment to complete SS Manhole Treatment. Payment shall be at the contract unit price.

Item #113 Miscellaneous Bid Items

Measurement will be per unit of work that is directed to be performed. Item includes furnishing all labor, materials and equipment to complete miscellaneous work. This work will be based on an agreed upon number of units and an agreed upon unit price, and may also result in an extension of contract time, as necessary and as agreed upon. Work will be approved only as directed by the Engineer and as approved by Owner. Payment will be made at the contract unit price of \$1.00/unit.

END OF SECTION 17000

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

United Materials of Great Falls, Inc.

P.O. Box 1690

Great Falls, MT 59403-1690

SURETY (Name, and Address of Principal Place of Business):

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

OWNER (Name and Address):

Cascade County

325 2nd Avenue North, #111

Great Falls, MT 59401

BID

Bid Due Date: 9/24/2020

Description (Project Name— Include Location): Cascade County - Sun Prairie Overlay Project - Phase II, Great Falls, MT

BOND

Bond Number: 001

Date: 09/21/2020

| | | | |
|-----------|--|----|------------|
| Penal sum | <u>Ten Percent of the Total Amount Bid</u> | \$ | <u>10%</u> |
| | (Words) | | (Figures) |

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

United Materials of Great Falls, Inc. (Seal)

Bidder's Name and Corporate Seal

By:

Signature

Lonnie G. Anderson

Print Name

President

Title

Attest:

Signature

Shanna Christopherson

Title Secretary

SURETY

Travelers Casualty and Surety Company of America (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

John D. Leaf

Print Name

Attorney-In-Fact

Title

Attest:

Signature

Kimberly Hodson

Title Bond Clerical

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **John D. Leaf**, of **Great Falls, Montana**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **21st** day of **September**, 2020




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.